

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

United States of America,

Plaintiff,

v.

\$60,141 in United States Currency,

Defendant,

Jon Aaron Montoya,

Claimant.

3:24-CV-480-ART-CSD

ORDER GRANTING

Stipulation between Jon Aaron Montoya, Claimant, and the United States of America, to dismiss this case with prejudice, and Order

The United States and Jon Aaron Montoya, Claimant, through his counsel, Lisa A. Rasmussen, McLetchie Law, and Stephen Gerald Gray, stipulate as follows:

1. Jon Aaron Montoya believes he can win his motion to dismiss. The government believes it can prevail in the denial of the motion to dismiss. For reasons other than the motion to dismiss, the parties knowingly and voluntarily agree to resolve the forfeiture to void further litigation. Rather than expend the parties', their lawyers', and this Court's additional resources and time, Mr. Montoya and the government knowingly and voluntarily agree to dismiss this case with prejudice. Mr. Montoya and the government knowingly and voluntarily agree the government will return the \$60,141 with interest as calculated by DEA with proof of the interest and the calculation.¹

¹ *United States v. Carvajal*, 521 F.3d 1242, 1244-45 (9th Cir. 2008) (quoting and citing *United States v. \$277,000 U.S. Currency*, 69 F.3d 1491, 1496-98 (9th Cir. 1995)).

1 2. Mr. Montoya knowingly and voluntarily agrees to fill out the Department of the
2 United States Treasury Automated Clearing House (ACH) form accurately and correctly
3 and submit it to the United States Attorney's Office so the payment occurs by electronic
4 fund transfer.

5 3. Mr. Montoya knowingly and voluntarily acknowledges, understands, and agrees
6 that (a) federal law requires the Department of the United States Treasury and other
7 disbursing officials to offset federal payments to collect delinquent tax and non-tax debts
8 owed to the United States and to individual states (including past-due child support); (b) if
9 an offset occurs to the payment to be made under this Stipulation, they will receive a
10 notification from the Department of the United States Treasury at the last address provided
11 by them to the governmental agency or entity to whom the offset payment is made; (c) if
12 they believe the payment may be subject to an offset, they may contact the Treasury
13 Department at 1-800-304-3107; (d) the terms of this Stipulation do not affect the tax
14 obligations fines, penalties, or any other monetary obligations owed to the United States or
15 an individual state; and (e) the exact sum delivered to Lisa Rasmussen, on his behalf, may
16 well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a
17 debt obligation.

18 4. Mr. Montoya knowingly and voluntarily understands and agrees the \$60,141
19 with interest may be offset by any debt owed to the United States, any agency of the United
20 States, or any debt in which the United States is authorized to collect.

21 5. Mr. Montoya knowingly and voluntarily understands and agrees that after the
22 United States District Court has signed the Stipulation concerning the \$60,141 with interest,
23 within a practicable time thereafter for the United States, the United States agrees to release
24 to Mr. Montoya one payment of \$60,141 with interest less any debt owed to the United
25 States, any agency of the United States, or any debt in which the United States is authorized
26 to collect, through Lisa A. Rasmussen's IOLTA account.

27 6. Mr. Montoya and the government knowingly and voluntarily understand and
28 agree (1) each party will bear its own attorneys' fees, costs, and expenses; (2) dismissing this

1 case is not a considered as substantially prevailing under 28 U.S.C. § 2465(b)(1); and (3)
2 reasonable cause existed for the seizure and arrest of the \$60,141. Instead, Mr. Montoya and
3 the government knowingly and voluntarily understand and agree this case is dismissed for
4 other reasons.

5 7. Mr. Montoya knowingly and voluntarily understands and agrees to waive his
6 rights to pursue this civil forfeiture case with district court judge or jury.

7 8. Mr. Montoya knowingly and voluntarily understands and agrees to waive service
8 of process but will receive service of process of any filed document through CM/ECF as
9 long as his counsel remains on this case.

10 9. Mr. Montoya knowingly and voluntarily understands and agrees to waive any
11 further notice to him, his agents, or his attorneys regarding the \$60,141 with interest.

12 10. Mr. Montoya knowingly and voluntarily understands and agrees not to file any
13 other documents in this case or any other case or proceeding concerning the \$60,141 with
14 interest.

15 11. Mr. Montoya knowingly and voluntarily understands and agrees to withdraw his
16 verified claim filed in this case concerning the \$60,141 when this Court grants this
17 Stipulation.

18 12. Mr. Montoya knowingly and voluntarily understands and agrees to waive all
19 constitutional, statutory, legal, equitable rights, defenses, and claims including, but not
20 limited to, seizing the \$60,141 in any proceedings under the United States Constitution,
21 Fourth Amendment.

22 13. Mr. Montoya knowingly and voluntarily understands and agrees to waive the
23 statute of limitations; the CAFRA requirements; the Supplemental Rules for Admiralty or
24 Maritime Claims and Asset Forfeiture Actions, Federal Rule of Civil Procedure, (Supp. R.)
25 A, G; other Federal Rules of Civil Procedure that are not inconsistent with the Supp.
26 Rules;² including, but not limited to, the seizing of, and bringing the civil forfeiture in rem
27 action against, the \$60,141; service of process; the filing of a verified complaint; the filing of

28 ² Supp. R. A(1)-(2); Supp. R. G.

1 a verified claim that provided Mr. Montoya's identity and relationship to the \$60,141 under
2 penalty of perjury; the Special Interrogatories; this Court holding hearings, a bench trial or
3 jury trial; this Court making factual findings; and any and all constitutional, statutory, legal,
4 equitable rights, defenses, and claims regarding seizing, and bringing the civil forfeiture in
5 rem action against, the \$60,141 in any proceedings, including, but not limited to, double
6 jeopardy and due process under the United States Constitution, Fifth Amendment.

7 14. Mr. Montoya knowingly and voluntarily understands and agrees to waive any
8 and all constitutional, statutory, legal, equitable rights, defenses, and claims regarding
9 seizing, and bringing the civil forfeiture in rem action against, the \$60,141 in any
10 proceedings, including, but not limited to, a jury trial under the United States Constitution,
11 Sixth Amendment.

12 15. Mr. Montoya knowingly and voluntarily understands and agrees to waive any
13 and all constitutional, statutory, legal, equitable rights, defenses, and claims regarding the
14 seizing of, and bringing the civil forfeiture in rem action against, the \$60,141 in any
15 proceedings, including, but not limited to, excessive fines and cruel and unusual
16 punishments under the United States Constitution, Eighth Amendment.

17 16. Mr. Montoya knowingly and voluntarily understands and agrees to the
18 conditions in this Stipulation.

19 17. Mr. Montoya knowingly and voluntarily understands and agrees to waive any
20 rights to appeal this case.

21 18. Mr. Montoya knowingly and voluntarily understands and agrees to hold
22 harmless the United States, the United States Department of Justice, the United States
23 Attorney's Office for the District of Nevada, the Drug Enforcement Administration, the
24 Washoe County Sheriff's Office, Washoe County, their agencies, their agents, and their
25 employees from any claim made by him or any third party arising from the facts and
26 circumstances of this case regarding the \$60,141.

27 19. Mr. Montoya knowingly and voluntarily understands and agrees to release and
28 forever discharge the United States, the United States Department of Justice, the United

1 States Attorney's Office for the District of Nevada, the Drug Enforcement Administration,
2 the Washoe County Sheriff's Office, Washoe County, their agencies, their agents, and their
3 employees from any and all claims, rights, or causes of action of any kind that Mr. Montoya
4 now has or may hereafter have on account of, or in any way growing out of the \$60,141.

5 20. This Stipulation contains the entire agreement between the parties.

6 21. Except as expressly stated in this Stipulation, no party, entity, officer, agent,
7 employee, representative, or attorney has made any statement or representation to any other
8 party, person, or entity regarding any fact relied upon in entering into this Stipulation, and
9 no party, entity, officer, agent, employee, representative, or attorney relies on such
10 statement or representation in executing this Stipulation.

11 22. Each party acknowledges and warrants that its execution of this Stipulation is
12 free and is voluntary.

13 23. The persons and entities signing this Stipulation warrant and represent that they
14 have full authority to execute this Stipulation and to bind the entity and person on whose
15 behalf they are signing to the terms of this Stipulation.

16 24. This Stipulation shall be construed and interpreted according to federal forfeiture
17 law and federal common law. The jurisdiction and the venue for any dispute related to,
18 and/or arising from, this Stipulation is the unofficial Northern Division of the United States
19 District Court for the District of Nevada, located in Reno, Nevada.

20 25. Each party shall bear his own attorneys' fees, expenses, and costs. The
21 discretionary dismissal and termination of this forfeiture case shall not be a basis for an
22 award of attorneys' fees, expenses, and costs.

23 26. This Stipulation shall not be construed more strictly against one party than
24 against the other merely by virtue of the fact that it may have been prepared primarily by
25 counsel for one of the parties; it being recognized that both parties have contributed
26 substantially and materially to the preparation of this Stipulation.

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27. The parties agree knowingly and voluntarily they may sign this Stipulation in one or more counterparts in electronic or facsimile copies of the Stipulation that will be considered as a legal original and the signatures will be legal and binding.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable and probable cause for the seizing of, and bringing the civil forfeiture in rem action against, the \$60,141.

Dated: /s/ May 15, 2025

/s/ stephen gerald gray
STEPHEN GERALD GRAY,
Attorney for John Aaron Montoya,
Claimant,

Dated: /s/ May 15, 2025

44M
Jon Aaron Montoya

Dated: May 15, 2025

MCLETCHE LAW

Lisa Rasmussen
LISA A. RASMUSSEN, Attorney
for John Aaron Montoya,
Claimant,

Dated: May 15, 2025

SIGAL CHATTAH
United States Attorney

Daniel D. Hollingsworth
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

ORDER

It is ordered that the parties' Stipulation between Jon Aaron Montoya, Claimant, and the United States of America, to dismiss this case with prejudice is granted. The Clerk of Court is directed to close this case.

Anne R. Traum
Anne R. Traum
United States District Judge

DATED: May 16, 2025